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 Fee Amt: \$56.00 Page 1 of 15
 Craven, NC
 Sherri B. Richard Register of Deeds
 BK **2778** PG **335**

✓ Prepared By and Return To: Howard, Stallings, From & Hutson, P.A., P.O. Box 975, New Bern, NC 28563
 STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO PROTECTIVE COVENANTS
 TABERNA – TABERNA TOWNES

THIS AMENDMENT TO PROTECTIVE COVENANTS, TABERNA, is dated for purposes of reference only this 19th day of December 2008, and is submitted for recordation by RAM OF EASTERN NORTH CAROLINA, LLC, a North Carolina limited liability company (hereinafter “Developer”), and the TABERNA MASTER HOMEOWNERS ASSOCIATION, INC. (the “Master Association”); and FIRST SOUTH BANK and THOMAS A. VANN, TRUSTEE, execute this Amendment to consent to same;

RECITALS:

Developer has acquired property from Weyerhaeuser Real Estate Development Company (“WREDCO”) within a predominantly residential community named Taberna, located in Craven County, City of New Bern, North Carolina. The development plan for Taberna is set out in the Protective Covenants for Taberna recorded in Book 1488, Pages 565 — 599, Craven County Registry, as amended from time to time (“Master Covenants”). The deed held by the Developer, and recorded in Deed Book 2129, Page 799, Craven County Registry (the “Deed”), subjects the property in the Deed to the Master Covenants and requires the preparation of appropriate amendments to the Master Covenants. WREDCO, by Consent dated December 15, 2008, and recorded at Book 2778, Page 283, Craven County Registry, consented to the annexation of Developer’s property into Taberna, and assigned to the Master Association any remaining rights of WREDCO as Declarant under the Master Covenants (the “Consent”). The Consent further granted to Developer and the Master Association the right to record amendments to the Master Covenants for purposes of the annexation to provide for specific provisions applicable to the property so annexed as permitted by the Master Covenants. The purpose of this Amendment to Protective Covenants (“Amendment”) is to provide the amendments of the Master Covenants to specify particular additional restrictions and easements applicable to the properties hereby annexed. The Master Association and Developer have approved this Amendment and are recording same pursuant to the authority granted to them by WREDCO in the Consent.

SM

Therefore, the Master Covenants are hereby amended as follows:

1. **ADDITIONAL PROPERTIES.** The provisions of the Master Covenants shall apply, as amended hereby, to all of the property as shown on that plat of Taberna Townes, Section One recorded in Plat Cabinet H, Slide 109 G and H, Craven County Registry, as said plat may be amended from time to time, including without limitation, Lots 1 through 19, as well as all rights of way and other properties described thereon, and to the property identified as Section Two on said plat (collectively the "Property"). Said plat shall herein be referred to as the "Plat." All of the terms and provisions of the Master Covenants are fully binding and applicable to the Property so described, except as specifically modified herein and in any amendment or Addendum hereto pursuant to Sections 14 and 15 herein. The Property is hereby annexed into Taberna Subdivision. The Lots shown on the Plat, together with all lots hereafter annexed into Taberna Townes, shall be referred to herein as "Taberna Townes Lots."

Developer further acknowledges that all property denoted "Association Property Green" and "Common Area" on the Plat is subject to the terms and provisions of the Master Covenants and as more fully set out in this Amendment.

2. **DUES.** Annual dues, and Supplemental Dues as established by the Master Association for the Lots within Taberna Townes, payable to the Master Association pursuant to the Master Covenants (prorated as appropriate), shall be due and payable by the owner of each Taberna Townes Lot upon transfer of title to a third party other than a third party contractor/developer whose sole purpose of acquiring the Lot was or is to construct a home thereon for resale, in which event dues shall be due and payable upon conveyance of such Lot by said third party contractor/developer to a third party, or, upon lease of a completed Living Unit on said Lot to a third party. It is understood that Developer is a third party contractor/developer as described herein, and that it may further convey blocks of lots within Taberna Townes to other third party contractors/developers who will construct the homes thereon for resale.

For purposes of this Amendment, Lots shall be considered to be a block of Lots if there is one building constructed thereon which is physically located on several Lots, and which has multiple Living Units within that building, each Living Unit of which is located on a separate Lot.

3. **RESPONSIBILITIES.** The Master Association shall be responsible for owning, maintaining and establishing rules for the use of all properties designated as "Association Property Green" and "Common Area" on the Taberna Townes Plat at the times set forth herein, or, if not sooner provided herein, then upon conveyance of such properties to the Master Association as more particularly set forth in 6D of the Master Covenants. The Master Association shall have the right to establish maintenance standards for such properties, and to maintain such properties in accordance with such standards.

Any property denoted as "Association Property Green" on the Plat shall be owned and managed as Association Property Green in accordance with the Master Covenants, and no Supplemental Dues shall be collected in regard to the ownership or maintenance of said property. Notwithstanding anything to the contrary in the foregoing, Supplemental Dues shall be used for



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the installation, maintenance, repair and replacement of such bioretention pond and any other parts of the stormwater system for Taberna Townes as are located within property designated as Association Property Green.

All property denoted Common Area on the Plat shall be originally landscaped by the Developer and shall subsequently be maintained by the Developer until such time as the Common Area is conveyed to the Master Association as herein provided. Common Area landscaping shall be consistent with Common Area standards used throughout Taberna, including irrigation. Landscaping immediately adjacent to any block of Lots shall be completed within thirty days after the first Certificate of Occupancy is issued for a Lot within that block. For so long as the Developer retains responsibility for Common Area landscaping hereunder, the Master Association shall remit to Developer the portion (prorated as may be necessary) of any Supplemental Dues collected by Master Association representing landscaping costs. Upon conveyance of the Common Area from the Developer to the Master Association as herein provided, notwithstanding anything to the contrary in the foregoing, Developer shall thereafter reimburse to the Master Association the proportion of the actual costs of landscaping for all Living Units owned by Developer as is equal to the proportion of the number of Living Units owned by Developer to all Living Units in Taberna Townes. This payment shall be calculated on a quarterly basis by the Master Association, and an itemized statement therefore issued to Developer. Developer shall pay such statement within ten (10) business days of its receipt thereof.

Further, upon the issuance of certificates of occupancy for all Living Units within a block of Lots, the Master Association shall assume the responsibilities as set forth in subparagraphs (b) (and its subparagraphs) and subparagraph (c) of this Paragraph 3 for the exterior maintenance of the Living Units on such block of lots. Notwithstanding anything to the contrary in the foregoing, Developer shall reimburse to the Master Association that proportion of the actual costs of such maintenance and repair for such block of Lots as is equal to the proportion of the number of Living Units in such block of Lots owned by Developer. This payment shall be calculated on a quarterly basis by the Master Association, and an itemized statement therefore issued to Developer. Developer shall pay such statement within ten (10) business days of its receipt thereof. Until the responsibility of the Master Association for maintenance and repair begins for all Living Units within a block of Lots, Developer shall be responsible for all such maintenance and repair, without cost to the Association.

Developer shall be responsible for the maintenance and repair of, and shall warrant the condition of, the private streets within Taberna Townes, and the stormwater bioretention ponds and stormwater system within Taberna Townes, for a period beginning upon the completion of their construction and continuing until the **earlier of**: (a) one year from the date of conveyance of the common areas, including the private streets and stormwater bioretention ponds and stormwater systems, within the Property to the Master Association, **or** (b) that date which is thirty months after the recordation of the Plat. Thereafter, the Master Association shall be responsible for same as provided hereinbelow.



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All property denoted Common Area on the Plat, including, without limitation, all private streets within Taberna Townes, shall also be conveyed to the Master Association, and the Master Association agrees to accept title to same provided same are free and clear of monetary liens for obligations of Developer. Such conveyance shall occur when Common Areas including private streets are completely constructed and when certificates of occupancy are issued for all Living Units within Taberna Townes, provided that, notwithstanding anything to the contrary in the foregoing, such transfer may occur in phases as Common Areas for each such phase are completely constructed and certificates of occupancy for all Living Units in each phase are issued, or at the completion of all construction in all phases, in the discretion of the Developer. The Master Association acknowledges that Developer reserves the right to amend the Plat to modify or reduce the Common Areas as part of amendment pursuant to Section 15 hereof, prior to conveyance of such property to the Master Association. Upon the conveyance of the Common Areas inclusive of the private streets to the Master Association by the Developer, all costs associated with the maintenance and upkeep of the Common Area by the Master Association, including any exterior maintenance on any buildings constructed on any Taberna Townes Lots, and with the maintenance, repair and upkeep of any bioretention pond and any portion of the stormwater system for Taberna Townes located on Association Property Green, shall be funded solely from Supplemental Dues as more fully described in paragraph 6G of the Master Covenants. A supplemental budget for Taberna Townes shall be prepared each year, which budget shall include all expenses associated with fulfilling the Master Association obligations in relation to the Common Area, including private streets and the buildings constructed on Taberna Townes Lots. All such Supplemental Dues shall be equally divided among all dues paying Lots within Taberna Townes, and shall be collected as Supplemental Dues as allowed under the Master Covenants. In addition to Supplemental Dues payable by the owners of each of Taberna Townes Lots, regular dues and assessments shall be collected from such owners for each such Lot, payable to the Master Association as regular or general dues, on the same basis dues are collected from the owner of any other Living Unit within Taberna.

The Master Association, through funds from the Supplemental Dues, shall provide the following services in regard to the Common Areas inclusive of the private streets designated within Taberna Townes and buildings to be constructed on Taberna Townes Lots:

(a) complete exterior landscaping maintenance, including grass cutting and replanting, maintenance of landscaping installed by Developer, the Master Association, or the owner of any Lot within Taberna Townes, if installation is approved by the Master Association (and no such landscaping shall be installed without such approval);

(b) exterior maintenance of each home, to include the following:

1. power washing;

2. painting;

3. maintenance, repair and replacement of roof shingles, gutters, down spouts and all other exterior building surfaces other than windows, screens and glass doors;



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4. the maintenance, repair and replacement of all exterior architectural features and all fixtures, with the exception of replacement of exterior light bulbs and light fixtures attached to any Living Unit, which shall be the responsibility of the owner of such Living Unit;

(c) maintenance, repair and replacement of all exterior driveways and walkways;

(d) all maintenance, repair and replacement of any streets in Taberna Townes not dedicated to the City of New Bern;

(e) all operation, maintenance, repair and replacement of the stormwater bioretention ponds and stormwater system, and maintenance of the any areas subject to a Conservation Declaration, now or hereafter recorded, with regards to protection of wetlands resources.

The intent of the foregoing maintenance responsibilities of the Master Association is to impose responsibility upon the Master Association for ordinary "wear and tear" caused in the normal course of day to day use of Living Units. Repair and replacement occasioned by casualty losses resulting from extraordinary events, such as hurricanes, tornadoes, fire, wind, lightning, flood, earthquakes and similar naturally occurring events shall be the responsibility of the Owners of Living Units damaged thereby, provided that any such repair and replacement shall in any event be subject to the approval by the Master Association under Section 8 hereof and under the Master Covenants.

The Master Association shall have no responsibility to maintain any component of a heating and air conditioning or other utility system providing service to any Living Unit or the interior of any Living Unit, nor shall the Master Association have any maintenance responsibility as to the maintenance and upkeep or replacement of any concrete patio or the interior of any covered and enclosed (whether by screen or otherwise) porch or deck attached to any Living Unit.

4. **BUDGET PROCESS.** The Master Association shall, after the sale of eight Lots within Taberna Townes by Developer to third parties, appoint a standing committee of three owners of Lots within Taberna Townes, to function as a standing advisory committee to the Master Association regarding Taberna Townes. This standing committee shall be reappointed annually (with standing members subject to reappointment). Notwithstanding anything to the contrary in the foregoing, until such time as Developer has sold all of the Lots in Taberna Townes to third parties other than third party contractors, one member of the standing committee shall be a representative of Developer designated by Developer. This standing committee shall submit, annually, at least sixty days prior to the date of adoption of the annual budget of the Master Association, a recommended budget for Supplemental Dues for Taberna Townes. The Board of Directors of the Master Association shall review such proposed budget, and shall negotiate in good faith with the designated standing committee of Taberna Townes to reconcile any disagreements as to said budget, which budget shall specifically include reserves for replacement and maintenance of improvements within Taberna Townes subject to the maintenance responsibilities of the Master Association. The Board of Directors of the Master Association shall, however, have final budgetary authority, and shall be responsible for finally assessing the Supplemental Dues, which shall be based upon the supplemental budget adopted



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for Taberna Townes by said Master Association. Reserves shall not be required to be collected on a straight line basis. The Master Association agrees that the Supplemental Dues for the first annual period for which they are collected, shall not exceed \$1,800.00 per Living Unit.

5. **PARTY WALLS.**

(a) Each wall which is built as a part of the original construction of any Living Unit (as defined in the Master Covenants) within Taberna Townes, and which is placed substantially on the dividing line between two Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Amendment, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall, to the extent not allocated to the Master Association, shall be shared by the Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall must restore it as a party wall unless the Owners who make use of the wall agree to the contrary in advance. The other Owner making use of the wall shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provision of this Amendment, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such element.

(e) The right of any Owner to contribution from any other Owner under this Amendment shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In the event of any dispute arising concerning the party wall, the Master Association, acting through its Board of Directors, shall determine the rights of each party hereto, and its decision shall be final, binding and conclusive as to the question involved.

(g) It is the intent of Developer to construct party walls precisely centered along the joint property lines between two Lots as shown on the Plat. However, it is acknowledged that this construction may not be precise. Notwithstanding whether or not said wall is constructed precisely centered along said joint Lot lines, common walls constructed between two Lots shall be deemed party walls, and the area upon which each such wall is located, shall, for all purposes, be considered an area of easement, and an easement is specifically reserved for the benefit of each of said adjoining property Owners for himself, and his heirs, successors and assigns, in perpetuity, for the purpose of utilizing and maintaining said party wall. Said easement shall allow full and exclusive utilization of the property burdened by said easement, and maintenance shall be just as though said party wall was located precisely centered on said Lot line.



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6. **EASEMENTS.** All Common Area is hereby designated an area of easement, for the use and benefit of the Owners of Lots within Taberna Townes, and their guests, said easement being exclusive as to the Owner of a particular Lot, to the extent that driveways, walkways, patios, yards or other spaces are constructed, designed or designated for such exclusive use, the rights of easement herein to be perpetual, running with the land, and which shall run to the benefit of the heirs, successors and assigns of the Owner of each Lot. To the extent of any disagreement as to the extent of any easement area within the Common Area, or to whom such easement is reserved, if exclusive, the decision of the Master Association, through its Board of Directors, shall be deemed binding and conclusive on such issue. The Association, and Owners by acceptance of a deed subject to this Amendment, agree that the Common Area of Section One, and the easements to Owners with respect thereto, may be reduced, relocated, released or amended, pursuant to amendments under Section 15 herein if relocation of Battlefield Trail and the access and utility easement, or allowance for space for future potential relocation of Battlefield Trail and the access and utility easement is required of, or agreed to, by the Developer.

The Developer hereby retains, and also hereby grants to the Master Association and its successors and assigns, a nonexclusive, perpetual easement over each Lot and the improvements thereon for purposes of performing the Developer's and the Master Association's respective maintenance, landscaping and repair obligations, and for access and egress for purposes of such performance.

7. **PARKING.** No parking shall be allowed on the street rights of way in Taberna Townes adjacent to Taberna Townes Lots.

8. **BUILDING RESTRICTIONS.** None of the building restrictions contained in the Master Covenants (as opposed to use restrictions) shall be applicable to Taberna Townes. Further, the Master Association hereby waives any rights which it may have to enforce the minimum building lines shown on that certain map recorded at Plat Cabinet G, Slide 175-A which was referenced in the Deed, to the extent that such minimum building lines are more restrictive than the minimum building lines as shown on the Plat, as the minimum building lines shown on the Plat have been approved by the Master Association, the Developer and the City of New Bern. This waiver shall also apply to Section Two on the Plat to the extent that the minimum building lines therein are approved by the Master Association, the City of New Bern and the Developer. All Living Units constructed within Taberna Townes shall be constructed by Developer or its successors and assigns in accordance with plans approved by the Master Association. All signage and landscaping within Taberna Townes must be approved by the Master Association. All changes to submitted and approved plans, and plans for any exterior renovations or replacements of the improvements in Taberna Townes must be approved by the Master Association. Further, there shall be no fences constructed in Taberna Townes other than the low walls included in the original plans for Taberna Townes Living Units submitted to the Master Association by Developer.

9. **EASEMENT AMENDMENT AND RELEASE.** The Master Association, as assignee of WREDCO's Declarant rights, and Developer, agree that the provisions of Paragraph 13 of the Master Covenants shall be deemed amended hereby with respect to the Property, but



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only to the extent that there shall be no utility, drainage and maintenance easement running parallel to each side and rear Lot line due to the connected Living Units and configuration of the Lots. Further, the Master Association, in consideration of the stormwater plan in place for the Property, hereby abandons and releases any and all right, title and interest which either they, or their successors and assigns, may have in and to that certain ditch designated as "Swale" and shown on that certain map recorded at Plat Cabinet G, Slide 175-A, and which is shown as "Ex 20' Drainage Easement To Be Abandoned" on the Plat.

10. **WETLANDS AND IMPERVIOUS SURFACE LIMITATIONS.** The following covenants are intended to insure ongoing compliance with applicable laws. Developer has procured permission from the State of North Carolina, under its stormwater regulations, to construct Living Units and related facilities, as planned by Developer, within Taberna Townes, but is required, and hereby does, limit the amount of impervious surface to a maximum of 2.94 acres. Therefore, no additional construction of impervious surfaces shall be allowed without consent of the Master Association and, to the extent resulting in impervious surface coverage in excess of 2.94 acres, without the consent of the State of North Carolina. Impervious surfaces are more fully defined by the Department of Environmental Management, which definitions are hereby incorporated by reference, but impervious surfaces include, without limitation, areas covered or altered so as to significantly restrict the percolation of stormwater into the soil thereunder. As set out in the Master Covenants, the State of North Carolina has specific authority to enforce this restriction by legal or equitable means, and no substantive amendment of this provision shall be allowed without approval of the State of North Carolina. Further, construction and other activities shall be strictly limited with regards to "404 Wetlands" as shown on the Plat. The Master Association shall accept title to, and be responsible for, maintenance and repair of the stormwater system, provided that Developer is in compliance with the permit at the time of conveyance. The Master Association agrees to cooperate in the obtaining of any consents necessary to such transfer. The Master Association further agrees to execute the document of transfer at the time of such transfer, as required by the City of New Bern, to indicate its acceptance of title to same. The Master Association acknowledges and agrees that the Developer, in compliance with requirements of the State of North Carolina and the United States shall subject the Lots and Common Areas to a Declaration of Covenants For Storm and Surface Water Facility Maintenance, and to a Conservation Declaration related to the wetlands, prior to conveyance of such properties by Developer to third parties or to the Master Association, as the case may be. The Master Association acknowledges and agrees that it shall be bound by such Declarations with regards to the Common Areas and with regards to any portion of the stormwater system located on Association Property Green.

11. **DEFINITIONS.** All definitions contained in the Master Covenants are hereby incorporated within this Amendment by reference.

12. **SURVIVAL.** Except as specifically amended by this Amendment, all provisions of the Master Covenants, to the extent not limited therein to particular designated Lots, and as the same may be amended from time to time, shall be fully applicable to all Taberna Townes Lots, and the terms and conditions of the Master Covenants shall remain in full force and effect as to all Lots encumbered hereby and thereby.



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13. **OBLIGATION TO REBUILD AND INSURANCE.** Upon the occurrence of any casualty loss affecting or damaging any Living Unit within Taberna Townes, the Owner of any such Living Unit shall promptly undertake the repair or reconstruction of any such damage to such Living Unit. Should any such Owner fail to promptly repair or reconstruct such damage, the Master Association may (but is not obligated to) undertake such repair or reconstruction of the Living Unit as may be deemed necessary by the Master Association to protect the health, safety, welfare and investments of other Owners of Living Units in Taberna Townes and may charge the full cost therefore to the Owner of such damaged Living Unit, and may collect such, plus ten percent administrative fee, in the nature of a special assessment against the Owner of such damaged Living Unit. Furthermore, each Owner within Taberna Townes shall be obligated to purchase full replacement cost hazard insurance, at the expense of said Owner, and such insurance must be maintained at all times. Proof of such insurance shall be provided to the Master Association upon issuance, and upon each renewal; each such policy must contain a provision that the Master Association must receive a minimum of twenty days prior written notice from the issuer of such policy prior to the cancellation thereof. To the extent that any Owner fails to procure the required insurance, the Master Association may procure such insurance on behalf of said Owner, and may charge the Owner the full premium therefore (and any cost incidental to the procurement of such coverage), and may collect such, plus ten percent administrative fee, in the nature of a special assessment against the Owner of such Living Unit.

14. **FUTURE DEVELOPMENT RIGHTS.** Developer reserves the right to make all or any part of the property shown on the Plat as Future Development, Section Two ("Future Development Property"), part of Taberna Townes, subject to the terms and provisions of this Amendment by recordation of an Addendum to this Amendment specifically describing such property. All or any part of such Future Development Property may be subjected hereto; and such Future Development Property may be subjected hereto in one or more sections. Lots and Living Units made subject to the terms and conditions of this Amendment shall be liable for payment of dues no later than the conveyance by Developer (or other third party developer/contractor) to a third party. In no event shall there be greater than 40 total Living Units within Taberna Townes in all of its phases. Developer hereby reserves such easements for ingress and egress over the Lots in Section One as may be necessary for the development of the Future Development Property. The Master Association, as assignee of WREDCO's Declarant rights, agrees that the Addendum(s) adding any or all of the Future Development Property to the provisions of this Amendment shall not require the approval or signature of property owners in Taberna Townes or Taberna Subdivision, but may be executed and recorded upon the signature of the Developer and the Master Association.

15. **AMENDMENT RIGHT RELATED TO RAILROAD RIGHT-OF-WAY.** The Master Association hereby assigns to Developer, and Developer reserves the right, to amend, in Developer's sole discretion, this Amendment, and Developer reserves the right to amend the Plat, pursuant to the provisions of this Section 15. The North Carolina Railroad Company has asserted certain rights related to a purported railroad right-of-way within that area of the Property designated on the Plat as a 50 foot access and utility easement, over which Battlefield Trail runs. In the event that the North Carolina Railroad Company proves rights to, and asserts rights to, use of a right-of-way within and over that access and utility easement area, the plan for Taberna Townes may be amended to permit Battlefield Trail to be relocated out of



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such access and utility easement area, and reconstructed immediately parallel to such access and utility easement area. In that event, Developer may execute and record any amendments to this Amendment and the Plat necessary to reflect any required, agreed or potential relocation of Battlefield Trail and the access and utility easement, any related reduction in the number of Units to be constructed, any necessary reconfiguration of the Common Areas or bioretention ponds or utilities or connections of streets to Battlefield Trail, any conveyance by Developer of any land within the railroad right-of-way to the North Carolina Railroad Company, and any new access easement from Taberna Way for Battlefield Trail as relocated or potentially relocated. Any amendments adopted by Developer pursuant to this Section 15 shall not require the approval or signature of the Master Association or property owners in Taberna Townes or Taberna Subdivision. Notwithstanding anything to the contrary herein, Developer agrees that it will not convey to the Master Association any portion of the Property subject to the aforesaid claim of North Carolina Railroad Company until (a) such time as Developer exercises its reserved rights under this Section 15 to amend the plan for Taberna Townes to reflect the actual relocation and reconstruction of Battlefield Trail or to reserve for the future potential relocation and reconstruction of Battlefield Trail, or (b) such time as Developer receives formal notice from the North Carolina Railroad Company that said company has waived or relinquished its claims and asserted rights as herein described. In any event, Developer agrees to hold harmless and indemnify the Master Association from and against any and all loss, cost, fine, suit, liability, claim, or damage (including reasonable attorney fees actually incurred) arising as a result of the claims and matters referenced and mentioned in this Section 15, including but not limited to the cost of relocating, reconfiguring or reconstructing Battlefield Trail.

[Signatures on following pages]



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IN TESTIMONY WHEREOF, this Amendment is executed under seal by the Developer, Master Association, and First South Bank and Thomas A. Vann, Trustee, as of the day and year first above written.



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RAM of Eastern North Carolina, LLC (SEAL)

By: Robin L. Strickland
Robin L. Strickland, Manager

Taberna Master Homeowners Association, Inc.

By: Robert Costanzo
Robert Costanzo, President

(CORPORATE SEAL)

Consented to By:

First South Bank

By: _____
Title: _____

(CORPORATE SEAL)

Thomas A. Vann, Trustee (SEAL)

STATE OF _____
COUNTY OF _____

I, _____, certify that _____
personally came before me this day and acknowledged that he is _____ of FIRST
SOUTH BANK, a corporation, and that he, as _____ being authorized to do so, executed the
foregoing on behalf of the corporation.

Witness my hand and official seal, this the _____ day of _____, 2008.

NOTARY PUBLIC

Notary's Typed or Printed Name

My commission expires: _____



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RAM of Eastern North Carolina, LLC (SEAL)

By: _____
Robin L. Strickland, Manager

Taberna Master Homeowners Association, Inc.

By: _____
Robert Costanzo, President

(CORPORATE SEAL)

Consented to By:

First South Bank

By: Anne R. Corey SVP
Title: Sr Vice President



(CORPORATE SEAL)

Thomas A. Vann (SEAL)
Thomas A. Vann, Trustee

STATE OF North Carolina
COUNTY OF Beaufort

I, Marcia Moore, certify that Anne R. Corey personally came before me this day and acknowledged that she is Sr Vice President of FIRST SOUTH BANK, a corporation, and that she, as Sr Vice President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 18th day of December, 2008.

Marcia Moore
NOTARY PUBLIC
MARCIA MOORE
Notary's Typed or Printed Name

My commission expires: 09-01-09

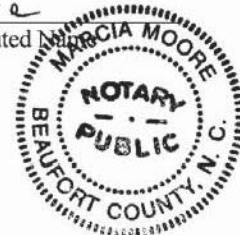


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STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Robin L. Strickland.

Date: 10/22/2008



Deborah D. Travis

NOTARY PUBLIC

Deborah D. Travis, Notary Public

Notary's typed or printed name

My Commission Expires:

10/22/2009

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, JANET A. Commo, certify that Robert Costanzo personally came before me this day and acknowledged that he is President of Taberna Master Homeowners Association, Inc., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.



and official seal, this the 10 day of December, 2008.

Janet A. Commo

NOTARY PUBLIC

JANET A. Commo
Notary's Typed or Printed Name

My commission expires: 8-10-10

STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas A. Vann.

Date: _____

NOTARY PUBLIC

_____, Notary Public

Notary's typed or printed name

My Commission Expires: _____

(Official Seal)



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STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I certify that the following person personally appeared before me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Robin L. Strickland

Date: _____

NOTARY PUBLIC
_____, Notary Public

Notary's typed or printed name
My Commission Expires: _____

(Official Seal)

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, _____, certify that Robert Costanzo personally came before me this day and acknowledged that he is President of Taberna Master Homeowners Association, Inc., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the _____ day of _____, 2008.

[Official Seal]

NOTARY PUBLIC

Notary's Typed or Printed Name

My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF Beaufort

I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas A. Vann

Date: December 18, 2008

Marcia Moore
NOTARY PUBLIC

Marcia Moore, Notary Public
Notary's typed or printed name

My Commission Expires:

09-01-09

(Official Seal)

